IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN AT JODHPUR

CIVIL WRIT No. 2063 of 1996

BRIJ BIHARI
V/S
COLLECTOR NAGAUR & ORS

Mr. SUNIL MEHTA, for the appellant / petitioner

Mr. OP BOOB, A.G.A., for the respondent

Date of Order : 11.12.2007

HON'BLE SHRI N P GUPTA,J.

ORDER

In furtherance of what transpired on last date of hearing dt. 5.11.2007, learned counsel for the petitioner submits, that the petitioner has filed an affidavit today. Learned counsel submits, that the petitioner is ready to have the land allotted on the prevalent market rates, in accordance with the Rajasthan Land Revenue (Allotment and Regulation of Agricultural Land for Construction of Cinemas, and Establishment of Petrol Pumps or Medical Facilities) Rules of 1978, as amended from time to time.

The controversy involved in the present writ petition is, that vide Annexure-1, the petitioner was allotted land, for the purpose of establishing hotel, and the petitioner deposited the premium as per the order Annexure-1, possession was also delivered vide Annexure-4

dt. 6.5.1986, but then for some reason or the other, according to the petitioner, duly executed lease deed was not given to the petitioner, though he submitted the requisite stamps for the same, with the result, that for want of lease deed he could not raise funds, and set up the hotel. However, on account of the petitioner having failed to commission the hotel, the allotment has been cancelled vide order Annexure-13 dt. 17.6.1996. It is in these circumstances, that since the possession of the land had already been delivered to the petitioner, way back in the year 1986, and the same is continuing in possession of the petitioner, and allotment had been cancelled, only on account of the petitioner having failed to commission the hotel, within time frame provided. It was discussed on the last date of hearing, that if the petitioner is prepared to have the land allotted afresh, under the Rules aforesaid, as amended from time to time, on the prevalent market rates, the things can be sorted out, by land being allowed to be retained by the petitioner, by charging the prevalent market price in accordance with the rules, and the petitioner may now construct the hotel, within the time frame, prescribed in the rules.

To the petitioner's aforesaid offer, learned counsel for the respondent is also agreeable.

In that view of the matter, the writ petition is

disposed of, in the manner, that Annexure-13 is set aside, on the condition, that the petitioner pays the amount chargeable according to the aforesaid rules, as amended from time to time, at prevalent market rates, within six weeks of the amount being determined by the Collector, and being intimated to the petitioner.

It is made clear, that if the petitioner fails to make the payment, the writ petition will automatically stand dismissed whole hog, however, if the payment is so made as above, Annexure-13 shall stand quashed.

(N P GUPTA),J.

/Sushil/